

Fill in this information to identify the case:

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Debtor 1 Kimberly A Farmer

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Virginia

Case number 16-13354-KHK (Alexandria)

## Official Form 410S1

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association as trustee of LODGE SERIES IV TRUSTCourt claim no. (if known): 17

Last 4 digits of any number you use to identify the debtor's account: 5783

Date of payment change: \_\_\_\_\_  
Must be at least 21 days after date of this notice 09/01/2020

New total payment: \$ 2930.15  
Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**

- ☐ No
- ☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ 643.01New escrow payment: \$ 615.75**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

- ☒ No
- ☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: \_\_\_\_\_%

New interest rate: \_\_\_\_\_%

Current principal and interest payment: \$ \_\_\_\_\_

New principal and interest payment: \$ \_\_\_\_\_

**Part 3: Other Payment Change****3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No
- ☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1 Kimberly A Farmer Case number (if known) 16-13354-KHK  
First Name Middle Name Last Name

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
- ☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Keith Yacko Date 7/16/2020  
Signature

Print: Keith Yacko Title Attorney for Creditor  
First Name Middle Name Last Name

Company McMichael Taylor Gray, LLC

Address 3550 Engineering Drive, Suite 260  
Number Street  
Peachtree Corners, GA 30092  
City State ZIP Code

Contact phone 470-289-4347 Email kyacko@mtglaw.com

Loan Number: [REDACTED]  
 Analysis Date: 06/22/2020

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**NEW MONTHLY PAYMENT IS AS FOLLOWS:**

Principal and Interest	\$2,314.40
Required Escrow Payment	\$615.75
Shortage/Surplus Spread	\$0.00
Optional Program Payment	\$0.00
Buydown or Assistance Payments	\$0.00
Other	\$0.00

<b>TOTAL MONTHLY PAYMENT</b>	<b>\$2,930.15</b>
<b>NEW PAYMENT EFFECTIVE DATE:</b>	<b>09/01/2020</b>

KIMBERLY ANN FARMER  
 2708 SCHOOLEY DR  
 ALEXANDRIA VA 22306-1636

262 / N1

**FOR BORROWERS IN BANKRUPTCY OR BORROWERS WHOSE DEBT HAS BEEN DISCHARGED IN BANKRUPTCY, THIS IS AN INFORMATIONAL STATEMENT AND IT IS NOT AN ATTEMPT TO COLLECT A DEBT. PLEASE NOTE THAT EVEN IF YOUR DEBT HAS BEEN DISCHARGED IN BANKRUPTCY AND YOU ARE NO LONGER PERSONALLY LIABLE ON THE DEBT, THE LENDER MAY, IN ACCORDANCE WITH APPLICABLE LAW, PURSUE ITS RIGHTS TO FORECLOSE ON THE PROPERTY SECURING THE DEBT.**

Rushmore Loan Management Services has completed an analysis of the escrow account. We have adjusted the mortgage payment to reflect changes in the real estate taxes and/or property insurance. The escrow items to be disbursed from the account are itemized above. If you have questions regarding this analysis, please write to our Customer Service Department at Rushmore Loan Management Services, P.O. Box 55004, Irvine, CA 92619, or call toll-free 1-888-504-6700.

**In the event you utilize a third party to remit your payments, please inform them of the effective date of any change in your payment.**

**ANNUAL ESCROW ACCOUNT PROJECTION FOR THE COMING YEAR**

This is an estimate of activity in the escrow account during the coming year based on payments anticipated to be made from the account.

MONTH	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT			ESCROW ACCOUNT BALANCE	
			MIP/PMI	TAXES	FLOOD HAZ. INS. SPECIAL	PROJECTED	REQUIRED
STARTING BALANCE						\$3786.24	\$2656.71
SEP 20	\$615.75					\$4401.99	\$3272.46
OCT 20	\$615.75				\$1619.00	\$3398.74	\$2269.21
NOV 20	\$615.75			\$2884.96		\$1129.53	\$0.00 *
DEC 20	\$615.75					\$1745.28	\$615.75
JAN 21	\$615.75					\$2361.03	\$1231.50
FEB 21	\$615.75					\$2976.78	\$1847.25
MAR 21	\$615.75					\$3592.53	\$2463.00
APR 21	\$615.75					\$4208.28	\$3078.75
MAY 21	\$615.75					\$4824.03	\$3694.50
JUN 21	\$615.75					\$5439.78	\$4310.25
JUL 21	\$615.75			\$2884.97		\$3170.56	\$2041.03
AUG 21	\$615.75					\$3786.31	\$2656.78

\*Indicates a projected low point of \$1,129.53. Under the mortgage contract, state or federal law, the lowest monthly balance should not exceed \$0.00. The difference between the projected low point and the amount required is \$1,129.53. This is the surplus.

Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

IF THIS ESCROW ANALYSIS INDICATES THAT THERE IS A SURPLUS, IT MAY NOT MEAN THAT YOU ARE ENTITLED TO RECEIVE A RETURN OF THAT SURPLUS. THIS ANALYSIS WAS CALCULATED BASED ON AN ASSUMPTION THAT THE ACCOUNT IS CURRENT ACCORDING TO THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST. IF THE ACCOUNT IS BEHIND, IN DEFAULT, OR IN BANKRUPTCY, THIS ANALYSIS MAY NOT REFLECT THE CURRENT STATE OF THE ACCOUNT OR THE TERMS OF A BANKRUPTCY PLAN. IF THERE ARE ENOUGH FUNDS IN THE ESCROW ACCOUNT AND THE SURPLUS IS \$50 OR GREATER, THAT SURPLUS WILL BE MAILED TO YOU WITHIN 30 DAYS, PROVIDED THE ACCOUNT IS CURRENT UNDER THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST.

LOAN NUMBER: [REDACTED]

SURPLUS AMOUNT: \$1,129.53

NAME: KIMBERLY ANN FARMER

IF THERE ARE ENOUGH FUNDS IN THE ACCOUNT TO DISBURSE THE PROJECTED OVERAGE AND THE ACCOUNT IS CURRENT, THEN THE REFUND WILL BE MAILED TO YOU WITHIN 30 DAYS.

MONTH	PROJECTED	ACTUAL	PROJECTED	ACTUAL	DESCRIPTION	PROJECTED	ACTUAL
STARTING BAL						\$0.00	\$7927.17-
MAR 20		\$643.01*				\$0.00	\$7284.16-
MAY 20		\$643.01*				\$0.00	\$6641.15-
JUN 20		\$12061.04*				\$0.00	\$5419.89
JUL 20		\$625.66*		\$2884.97*	COUNTY/PARIS	\$0.00	\$3160.58
AUG 20		\$625.66*				\$0.00	\$3786.24

OVER THIS PERIOD, AN ADDITIONAL \$0.00 WAS DEPOSITED INTO THE ESCROW ACCOUNT FOR INTEREST ON ESCROW.

The actual lowest monthly balance was less than \$.00. The items with an asterisk on the account history may explain this, if you would like a further explanation, please call our toll-free number: 1-888-504-6700.

informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard this notice if you are not obligated to pay the debt and are not responsible for it. If you do pay Rushmore is at your discretion. Please note that Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

**LEGAL NOTIFICATION:** Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

#### **Notice of Error Resolution & Information Request Procedures**

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

**If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:**

#### **Rushmore Loan Management Services LLC**

P.O. Box 52262

Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

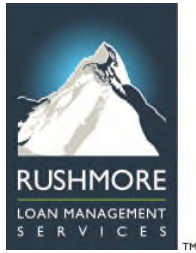
#### **HUD STATEMENT**

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

#### **Equal Credit Opportunity Act Disclosure**

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552.





P.O. Box 55004  
Suite 100  
Irvine, CA 92619

[www.rushmorelm.com](http://www.rushmorelm.com)

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS

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\*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury that he/she is over eighteen (18) years of age and that the **NOTICE OF MORTGAGE PAYMENT CHANGE** in the above captioned case were this day served upon the below named persons by mailing, postage prepaid, first class mail a copy of such instrument to each person(s), parties, and/or counsel at the addresses shown below:

**Via U.S. Mail:**

Kimberly A Farmer  
2708 Schooley Dr  
Alexandria, VA 22306

**Via CM/ECF electronic service:**

Tommy Andrews, Jr.  
Tommy Andrews, Jr. P.C.  
122 North Alfred St  
Alexandria, VA 22314

Thomas P. Gorman  
300 N. Washington St. Ste. 400  
Alexandria, VA 22314

Dated: July 16, 2020

Respectfully submitted,

/s/ Keith Yacko

Keith Yacko, Virginia Bar No. 37854  
MCMICHAEL TAYLOR GRAY, LLC  
3550 Engineering Drive, Suite 260  
Peachtree Corners, GA 30092  
Telephone: (404) 474-7149  
Facsimile: (404) 745-8121  
E-mail: [kyacko@mtglaw.com](mailto:kyacko@mtglaw.com)